

**AMENDMENT NO. 1  
TO THE  
CONSTRUCTION SERVICES CONTRACT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
STRUCTURE TONE SOUTHWEST**

**This Amendment No. 1** to the Construction Services Contract (hereinafter referred to as “Amendment No. 1”) is entered into by and between the Texas Facilities Commission, a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as “TFC”), as Owner (as defined in *2015 Uniform General Conditions*, Section 1.28) and Structure Tone Southwest located at 3724 Executive Center Drive, Building 9, Suite 155, Austin, Texas 78731, (hereinafter referred to as “Contractor”), to amend the original Construction Services Contract dated June 10, 2016, (hereinafter referred to as the “Contract”) pursuant Tex. Gov’t Code Ann. §§2166.2525 and §2267.151, (West 2016), to be effective as of the Effective Date (as defined below).

**RECITALS**

WHEREAS, on June 10, 2016, the parties entered into that one certain *Construction Services Contract By and Between the Texas Facilities Commission and Structure Tone Southwest*, (hereinafter referred to as the “Contract”); and

WHEREAS, subject to Contract Section 2.2.4, TFC APPROVALS, the parties desire to amend the Contract to provide for additional services, extend the Contract term, and to increase the Contract Sum as more particularly described below;

NOW THEREFORE, the parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Contract.
2. The parties agree to modify ARTICLE II – DESCRIPTION OF PROJECT & SCOPE OF SERVICES, SECTION 2.1 – DESCRIPTION OF PROJECT, to include the additional services described in the eight (8) CONTRACTOR’S PROPOSED CHANGE ORDERS, numbered and entitled as follows: (i) CR0001, pre-action system monitoring and activation; (ii) CR0002, add and relocate sprinkler heads per NFPA Code; (iii) CR0003, chiller and pump house structural design; (iv) CR0005, RFI 006, existing wood in data center; (v) CR0006, ESI-2R1; (vi) CR0007, door hardware and exterior door; (vii) CR0008, ESI-3; and (viii) CR0009, ESI-4; which are attached hereto as “Exhibit A-1,” and incorporated herein for all purposes.
3. The parties agree to modify ARTICLE IV – TERM, SUSPENSION AND TERMINATION, SECTION 4.1 – CONTRACT TERM, so that it reads in its entirety as follows:

“This Contract shall be effective as of the Effective Date and shall terminate on August 31, 2018, unless extended by the parties by amendment to this Contract or terminated earlier, as provided below.”

4. The parties agree to modify ARTICLE V – CONSIDERATION, SECTION 5.1 - CONTRACT SUM, by reflecting additional compensation to the Contractor for services provided under this Amendment No. 1 in the amount of Three Hundred Seventy Eight Thousand Seven Hundred Thirty Three and 38/100 Dollars (\$378,733.38), thus increasing the total amount from Three Million Two Hundred Six Thousand Six Hundred Seventy Nine and No/100 Dollars (\$3,206,679.00), to a total not to exceed amount of Three Million Five Hundred Eighty Five Thousand Four Hundred Twelve and 38/100 Dollars (\$3,585,412.38).

5. All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

TEXAS FACILITIES COMMISSION

STRUCTURE TONE SOUTHWEST

By: 

By: 

Harvey Hilderbran  
Executive Director

Print Name: MATT MAZUREK

Title: Operations Manager

Date of Execution: 4-4-17

Date of Execution: 3/21/17

G.C. 

Dir. 

D.E.D. 

TFC Contract No. 16-109-001  
Project No. 13-011-6041  
RFP No. 303-6-00041

**TFC CONTRACT NO. 16-109-000**  
**STRUCTURE TONE SOUTHWEST**

**EXHIBIT A-1**



National

Boston, MA

**CR0001**

Dallas, TX **Re: Texas Department of Public Safety Data Center Headquarters Building A Remodel**  
 5805 North Lamar Blvd. Building A

Houston, TX **Project Number: 25000404**

Houston, TX **Subject: Provide pre-action system monitoring and activation**

New York, NY **Dear Billy Knapp:**

Philadelphia, PA

Sun Antonio, TX **All work will be performed FOR THE TOTAL SUM OF \$13,513.03.**

Stamford, CT

Please refer to the attached breakdown for further information.

Washington, DC

We reserve the right to submit a proposal for additional cost and time related to the impact of this change on unchanged or the effect of this change in combination with other changes.

Waco, TX

If there is any additional information required, please do not hesitate to contact us.

**Acceptance of this Proposed Change Order is pursuant to TFC Contract No. 16-109-000, Amendment No. 1**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

International

Sincerely,

Beijing, China

A handwritten signature in black ink, appearing to be "Billy Knapp".

Structure Tone Southwest, Inc.

Dublin, Ireland

Hong Kong, China

London, England

Mumbai, India

San Francisco, CA

CC:

Encl:

**Structure Tone Southwest, Inc.**  
 10100 Reunion Place Suite 333 San Antonio TX 78216  
 Tel: 541-0651



**RE: Texas Department of Public Safety Data Center Headquarters Building A Remodel  
STSW Job No. 25000404**

**Subject: PCO #CR0001**

**Issue: Provide pre-action system monitoring and activation**

<u>CSI #</u>	<u>TRADE DESCRIPTION</u>	<u>AMOUNT</u>
092116	Gypsum Bd Assemblies	\$200.00
099000	Paints and Coating	\$650.00
210000	Fire Protection	\$11,875.00
	<b>Subtotal</b>	<b>\$12,725.00</b>
<u>GC's &amp; Fees</u>		
950000	Fees	\$513.07
960000	Insurance	\$173.16
960100	Performance Bonds	\$101.80
	<b>TOTAL</b>	<b>\$13,513.03</b>



1608 Royston Ln  
Bldg 1  
ROUND ROCK, TX 78664-9508  
(512) 634 1800  
FAX: (512) 634 1819  
www.simplexgrinnell.com

## SimplexGrinnell Quotation

**TO:**

Structure Tone Southwest  
3724 Executive Center Dri  
Bldg 9 Ste 155  
AUSTIN, TX 78731  
Attn: Anthony Roberts  
Phone: (512) 924-7265 EXT(\_\_\_\_) Fax:

Project: Data Center Pre-Action FA  
Customer Reference:  
SimplexGrinnell Reference: 494404719  
Date: 08/02/2016  
Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

**Total net selling price, FOB shipping point, \$11,875.00**

### Comments

Provide pre-action system monitoring and activation from the existing Simplex 4010 suppression control panel. This will replace the existing inoperable pre-action control panel located in Hall A103. Cost includes removal of the existing panel but does not include patching and painting of the wall. Cost also includes draining, resetting, and testing the pre-action system. Any additional work to repair the pre-action system will be priced separately.

Additional scope and pricing not included in the above cost:

Provide labor, materials and tools to add, relocate sprinklers and bring the system up to code by turning the existing branchlines and installing "Goose Necks" on the existing sprinkler head drops. Engineered CAD drawings are not included in this proposal.

Not included: Any other work than listed above, upsizing or relocating of existing main or branchline piping, integrity of the existing sprinkler system, any electrical work, sheetrock patch, paint or repair, taxes, any additional requirements by the AHJ or insurance carrier.

Cost \$27,310.00

Additional optional services:

Provide the owner as-built drawings of the pre-action system after modification.

Cost \$4,000.00



Project: Data Center Pre-Action FA  
 Customer Reference:  
 SimplexGrinnell Reference: 494404719  
 Date: 08/02/2016  
 Page 2 of 4

### TERMS AND CONDITIONS

1. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of



Project: Data Center Pre-Action FA  
 Customer Reference:  
 SimplexGrinnell Reference: 494404719  
 Date: 08/02/2016  
 Page 3 of 4

**SALE AND INSTALLATION AGREEMENT**  
 (continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE IF THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



Project: Data Center Pre-Action FA
Customer Reference: SimplexGrinnell Reference: 494404719
Date: 08/02/2016
Page 4 of 4

SALE AND INSTALLATION AGREEMENT (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/4% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensee 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388 AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600 CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd, Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#:
1608 Royston Ln
Bldg 1
ROUND ROCK, TX 78664-9508
Telephone: (512) 634 1800
Representative: Clint Crandall
Email: ccrandall@simplexgrinnell.com
Accepted By: (Customer)
Company:
Address:
Signature:
Title:
P.O.#: Date:

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



PRICING REQUEST

Company: Structure Tone Southwest  
Attn: Anthony Roberts  
Re: DPS Data Center  
Date: 8/10/2016

Anthony,  
Thank you for the opportunity. Below is a list to define the scope of work factored into our proposed price.

SCOPE

Inclusions

Add to patch wall where fire alarm panel was removed \$ 200.00

Once again thank you for the opportunity to provide you with our proposal. We look forward to doing business with you and please don't hesitate to call with any questions.

Thank you,

Moises Gonzalez

Proposal is valid for 30 days without written intent to award project to Spider Wall Systems, Inc. All work proposed herein is to be conducted according to industry standard and common practice. Any additional services or deviation from the scope of work included in this proposal will be conducted at the expense of others upon written request.



August 16, 2016

Structure Tone Southwest

Attn: Mr. Anthony Roberts

DPS Data Center Corridor A103 Paint

Dear Anthony,

This confirms our proposal to tape, float and paint the above referenced project for \$ 650.

Exclusions: Mechanical and electrical devices

Tax

Doors and frames

Millwork

Acoustical ceilings and frames

Exterior finishes

Overtime

Level 5 finish

Float at base removal

Floors

Phased intervals

Cementitious repairs



National

Boston MA

**CR0002**

Dallas TX **Re: Texas Department of Public Safety Data Center Headquarters Building A Remodel**  
5805 North Lamar Blvd. Building A

Hartford CT **Austin, TX 78752**  
**Project Number: 25000404**

Houston TX **Subject: Add and Relocate Sprinkler Heads per NFPA Code**

New York NY **Dear Billy Knapp:**

Philadelphia PA

All work will be performed **FOR THE TOTAL SUM OF \$29,001.25.**

San Antonio TX

Please refer to the attached breakdown for further information.

Stamford CT

We reserve the right to submit a proposal for additional cost and time related to the impact of this change on unchanged or the effect of this change in combination with other changes.

Washington, DC

If there is any additional information required, please do not hesitate to contact us.

Wilmington, NC

Acceptance of this Proposed Change Order is pursuant to TFC Contract No. 16-109-000,  
Amendment No. 1

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

International

Sincerely,

Beijing China

Structure Tone Southwest, Inc.

Dublin Ireland

Hong Kong China

London England

Shanghai China

CC:

Singapore China

Encl:

Structure Tone Southwest, Inc.  
10100 Reunion Place Suite 333 San Antonio TX 78216  
Tel: 541-0651



**RE: Texas Department of Public Safety Data Center Headquarters Building A Remodel  
STSW Job No. 25000404**

**Subject: PCO #CR0002**

**Issue: Add and Relocate Sprinkler Heads per NFPA Code**

<b><u>CSI #</u></b>	<b><u>TRADE DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
210000	Fire Protection	\$27,310.00
	<b>Subtotal</b>	<b>\$27,310.00</b>
<b><u>GC's &amp; Fees</u></b>		
950000	Fees	\$1,101.14
960000	Insurance	\$371.63
960100	Performance Bonds	\$218.48
	<b>TOTAL</b>	<b>\$29,001.25</b>



1608 Royston Ln  
Bldg 1  
ROUND ROCK, TX 78664-9508  
(512) 634 1800  
FAX: (512) 634 1819  
www.simplexgrinnell.com

## SimplexGrinnell Quotation

**TO:**

Structure Tone Southwest  
3724 Executive Center Dri  
Bldg 9 Ste 155  
AUSTIN, TX 78731  
Attn: Anthony Roberts  
Phone: (512) 924-7265 EXT(\_\_\_\_) Fax:

Project: Data Center Pre-Action FA  
Customer Reference:  
SimplexGrinnell Reference: 494404719  
Date: 08/02/2016  
Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

**Total net selling price, FOB shipping point, \$11,875.00**

### Comments

Provide pre-action system monitoring and activation from the existing Simplex 4010 suppression control panel. This will replace the existing inoperable pre-action control panel located in Hall A103. Cost includes removal of the existing panel but does not include patching and painting of the wall. Cost also includes draining, resetting, and testing the pre-action system. Any additional work to repair the pre-action system will be priced separately.

Additional scope and pricing not included in the above cost:

Provide labor, materials and tools to add, relocate sprinklers and bring the system up to code by turning the existing branchlines and installing "Goose Necks" on the existing sprinkler head drops. Engineered CAD drawings are not included in this proposal.

Not included: Any other work than listed above, upsizing or relocating of existing main or branchline piping, integrity of the existing sprinkler system, any electrical work, sheetrock patch, paint or repair, taxes, any additional requirements by the AHJ or insurance carrier.

**Cost \$27,310.00**

Additional optional services:

Provide the owner as-built drawings of the pre-action system after modification.

**Cost \$4,000.00**



Project: Data Center Pre-Action FA  
 Customer Reference:  
 SimplexGrinnell Reference: 494404719  
 Date: 08/02/2016  
 Page 2 of 4

### TERMS AND CONDITIONS

1. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of



Project: Data Center Pre-Action FA  
 Customer Reference:  
 SimplexGrinnell Reference: 494404719  
 Date: 08/02/2016  
 Page 3 of 4

**SALE AND INSTALLATION AGREEMENT**  
 (continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



Project: Data Center Pre-Action FA
Customer Reference:
SimplexGrinnell Reference: 494404719
Date: 08/02/2016
Page 4 of 4

SALE AND INSTALLATION AGREEMENT
(continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/4% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388. AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Polke Plaza Drive, Little Rock 72209 (501)618-8600. CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#:
1608 Royston Ln Bldg 1 ROUND ROCK, TX 78664-9508 Telephone (512) 634 1800
Representative: Clint Crandall
Email: ccrandall@simplexgrinnell.com
Accepted By: (Customer)
Company:
Address:
Signature:
Title:
P.O.# Date

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



National

Boston MA

**CR0003**

Dallas TX **Re: Texas Department of Public Safety Data Center Headquarters Building A Remodel**  
5805 North Lamar Blvd. Building A

Hartford CT Austin, TX 78752  
**Project Number: 25000404**

Houston TX **Subject: Chiller and Pump House Structural Design**

New York NY **Dear Billy Knapp :**

Philadelphia PA

All work will be performed **FOR THE TOTAL SUM OF \$14,718.32.**

San Antonio TX

Please refer to the attached breakdown for further information.

Stamford CT

We reserve the right to submit a proposal for additional cost and time related to the impact of this change on unchanged or the effect of this change in combination with other changes.

Washington DC

If there is any additional information required, please do not hesitate to contact us.

Westborough MA

Acceptance of this Proposed Change Order is pursuant to TFC Contract No. 16-109-000,  
Amendment No. 1

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

International

Sincerely,

Beijing China

Dublin Ireland

Structure Tone Southwest, Inc.  
Anthony Roberts

Hong Kong China

London England

Hong Kong China

CC:

Singapore China

Encl:

Structure Tone Southwest, Inc.  
10100 Reunion Place Suite 333 San Antonio TX 78216  
Tel: 541-0651



**RE: Texas Department of Public Safety Data Center Headquarters Building A Remodel  
STSW Job No. 25000404**

**Subject: PCO #CR0003  
Issue: Chiller and Pump House Structural Design**

<u>CSI #</u>	<u>TRADE DESCRIPTION</u>	<u>AMOUNT</u>
030000	Concrete	\$13,860.00
	<b>Subtotal</b>	<b>\$13,860.00</b>
<u>GC's &amp; Fees</u>		
950000	Fees	\$554.40
960000	Insurance	\$187.11
960100	Performance Bonds	\$116.81
	<b>TOTAL</b>	<b>\$14,718.32</b>

# MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676

512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax

[www.myersconcrete.com](http://www.myersconcrete.com)

email: [info@myersconcrete.com](mailto:info@myersconcrete.com)

WBE/HUB Certified

StructureTone SW  
Attn: Anthony Roberts  
512-924-7265

[anthony.roberts@structuretone.com](mailto:anthony.roberts@structuretone.com)

September 14, 2016

Project: DPs Data Center, 5805 N. Lamar Blvd., Austin, TX 78752

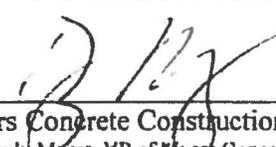
## CONTRACT

1. Myers Concrete Construction, LP proposes to supply all labor and materials for the following work described:

A. Excavate and Haul Off	120 CY @ \$45.80	\$5,496.00
B. Install Base in 8" Lifts	210 TN @ \$50.00	\$10,500.00

Labor and Equipment	\$9,998.00
Materials	\$5,998.00
Credit for 29 TN of Base @ \$50.00	\$1,450.00
Credit for 15 CY of Excavation and Haul @ \$45.80	\$687.00

2. Exclusions: Bonds, Sales Tax, Sealing, Caulking, Painting Bollards, Embeds, Anchors, Permits, Testing, Rock Excavation, Utilities Not Clearly Marked
3. Myers Concrete Construction, LP will provide Workers Compensation and General Liability Insurance.
4. Contract must be signed and returned prior to any commencement of work
6. Draws paid as work progresses and payment in full upon completion.
7. **For Total Price See Options Listed Above** **\$13,859.00**

  
Myers Concrete Construction, LP  
By Randy Myers, VP of Myers Concrete, LLC, GP

StructureTone SW

Date

Date



National

Boston MA

**CR0005**

Dallas TX **Re: Texas Department of Public Safety Data Center Headquarters Building A Remodel**  
5805 North Lamar Blvd. Building A

Hartford CT **Austin, TX 78752**  
**Project Number: 25000404**

Houston TX **Subject: RFI 006 - Existing Wood in Data Center**

New York NY **Dear Billy Knapp :**

Philadelphia PA

**All work will be performed FOR THE TOTAL SUM OF \$1,762.79.**

San Antonio TX

**Please refer to the attached breakdown for further information.**

Stamford CT

**We reserve the right to submit a proposal for additional cost and time related to the impact of this change on unchanged or the effect of this change in combination with other changes.**

Washington DC

**If there is any additional information required, please do not hesitate to contact us.**

Woodbridge NJ

**Acceptance of this Proposed Change Order is pursuant to TFC Contract No. 16-109-000, Amendment No. 1**

**Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_**

International

**Sincerely,**

Beijing China

Dublin Ireland

**Structure Tone Southwest, Inc.**  
**Anthony Roberts**

Hong Kong China

London England

Shanghai China

Shenzhen China

**CC:**

**Encl:**

**Structure Tone Southwest, Inc.**  
10100 Reunion Place Suite 333 San Antonio TX 78216  
Tel: 541-0651



**RE: Texas Department of Public Safety Data Center Headquarters Building A Remodel  
STSW Job No. 25000404**

**Subject: PCO #CR0005  
Issue: RFI 006 - Existing Wood in Data Center**

<u>CSI#</u>	<u>TRADE DESCRIPTION</u>	<u>AMOUNT</u>
092116	Gypsum Bd Assemblies	\$1,300.00
099000	Paints and Coating	\$360.00
	<b>Subtotal</b>	<b>\$1,660.00</b>
 <u>GC's &amp; Fees</u>		
950000	Fees	\$66.40
960000	Insurance	\$22.41
960100	Performance Bonds	\$13.98
	<b>TOTAL</b>	<b>\$1,762.79</b>



National

Boston, MA

**CR0006**

Dallas TX **Re: Texas Department of Public Safety Data Center Headquarters Building A Remodel**  
5805 North Lamar Blvd. Building A

Hartford CT **Austin, TX 78752**  
**Project Number: 25000404**

Houston TX **Subject: ESI-2R1**

New York NY **Dear Billy Knapp :**

Philadelphia PA

San Antonio, TX **All work will be performed FOR THE TOTAL SUM OF \$214,749.64.**

Stamford CT **Please refer to the attached breakdown for further information.**

Washington DC **We reserve the right to submit a proposal for additional cost and time related to the impact of this change on unchanged or the effect of this change in combination with other changes.**

Woodbridge NJ **If there is any additional information required, please do not hesitate to contact us.**

**Acceptance of this Proposed Change Order is pursuant to TFC Contract No. 16-109-000, Amendment No. 1**

**Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_**

International

**Sincerely,**

Beijing, China

Dublin, Ireland

**Structure Tone Southwest, Inc.**  
**Anthony Roberts**

Hong Kong, China

London, England

Shanghai, China

Shenzhen, China

**CC:**

**Encl:**

**Structure Tone Southwest, Inc.**  
10100 Reunion Place Suite 333 San Antonio TX 78216  
Tel: 541-0651



**RE: Texas Department of Public Safety Data Center Headquarters Building A Remodel  
STSW Job No. 25000404**

**Subject: PCO #CR0005  
Issue: ESI-2R1**

<b><u>CSI #</u></b>	<b><u>TRADE DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
030000	Concrete	\$1,100.00
099000	Paints and Coating	\$700.00
260500	Electric Mat/Methods	\$163,850.00
	<b>Subtotal</b>	<b>\$165,650.00</b>
<b><u>GC's &amp; Fees</u></b>		
900000	General Conditions	\$38,533.00
950000	Fees	\$6,626.00
960000	Insurance	\$2,236.28
960100	Performance Bonds	\$1,704.36
	<b>TOTAL</b>	<b>\$214,749.64</b>

# MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676

512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax

[www.myersconcrete.com](http://www.myersconcrete.com) email: [info@myersconcrete.com](mailto:info@myersconcrete.com)

WBE/HUB Certified

StructureTone SW  
Attn: Anthony Roberts  
512-924-7265

[anthony.roberts@structuretone.com](mailto:anthony.roberts@structuretone.com)

September 21, 2016

Project: DPs Data Center, 5805 N. Lamar Blvd., Austin, TX 78752

## CONTRACT

1. Myers Concrete Construction, LP proposes to supply all labor and materials for the following work described:

- A. Install 5' X 5' X 8" Concrete Pad
  - a. Demo concrete as needed
  - b. Excavate no deeper than 2'8" and haul spoils from site
  - c. Install 24" of base, compacted in place
  - d. Reinforce pad with 1/2" rebar on 12" centers
  - e. Pour 3,000 psi concrete 8" thick

- 2. Exclusions: Bonds, Sales Tax, Sealing, Caulking, Painting Bollards, Embeds, Anchors, Permits, Testing, Rock Excavation, Utilities Not Clearly Marked
- 3. Myers Concrete Construction, LP will provide Workers Compensation and General Liability Insurance.
- 4. Contract must be signed and returned prior to any commencement of work
- 6. Draws paid as work progresses and payment in full upon completion.
- 7. **For Total Price See Options Listed Above**

~~\$4,025.00~~

*81,100 per  
Cade Peterson  
10/21/16  
AR*

\_\_\_\_\_  
Myers Concrete Construction, LP  
By Randy Myers, VP of Myers Concrete, LLC, GP

\_\_\_\_\_  
StructureTone SW

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*9/21/16*



---

August 24, 2016

Structure Tone Southwest

DPS Exterior Paint

Dear Anthony,

This confirms our proposal to tape, float and paint the above referenced project for \$700.

Exclusions: Mechanical and electrical devices  
Tax  
Doors and frames  
Millwork  
Acoustical ceilings and frames  
Exterior finishes  
Overtime  
Level 5 finish  
Float at base removal  
Floors  
Phased intervals  
Cementitious repairs



**parker electric**

August 22, 2016 (REVISED 9/19/2016)

Re: **Est # 15125-SI2**  
**PROPOSAL – DPS Building A, Data Center Remodel> Eng. Supplemental Instruction No. 2**  
**5805 N. Lamar Austin, Texas**

We are pleased to quote the electrical portion of the above referenced project, per plans, specifications, and applicable codes.

**Included in the Base Bid Cost:**

1. Proposal is based on ESI #2 electrical drawings and site visit dated 8/15/16.
2. Electrical Work:
  - a. **Drwg ES1.0:** Electrically disconnect and Demo associated feeders for 1200A SW, 300Kva XMR, and DPA2, and remove equipment listed for demo. Demo Existing Crac feeder equipment at corner of building, not shown on drawings.
  - b. **Drwg E3.2:** Disconnect existing feeders to 3 Crac units in Data Center, remove associated conduit and conductors. Supply New conduit feeders and conductors to new Panel EL3 and connections as shown.
  - c. **Drwg E3.3:** Decommission 400A breaker in DPB and Label, and remove associated feeder from breaker to 600A Disc. Remove Chiller feeders from existing Chiller SW in MSB and tape off. Add conductors between 600A disc and Old Chiller SW and terminate, and Re-energize circuit.
  - d. **Drwg E4.1:** Provide and install a new 600A breaker in existing EDSWB, provide and install EL2 XMR, Panel EL3 and associated Feeder conduit and conductors as shown. Re-feed Existing CRAC Panel with new feeder, demo old feeder to CRAC Panel.
  - e. **Drwg E4.6:** Demo old feeder feeding existing Panel SBP and re-feed with need feeder from Panel EL3 as shown.
  - f. **Drwg E6.1:** Provide New Panel EL3 and relocate branch circuiting as shown in Panel Schedule.
3. Not shown, Remove feeders from Big Blue Gen Set.
4. Coordinate Shut-downs
5. Some work to be performed after normal working hours.

**Excluded from the Base Bid Cost:**

Sales Tax

**Any and all work associated with the removal of the old Gen Set and associated equipment and Gear at other building.**

Any work performed during any Major Holidays.

Any and all charges for Temporary power i.e., Generators, utility cost for usage

Any and all HVAC and plumbing equipment.

Any and all Cutting, Patching, and Painting.

Any and all concrete and associated work.

HVAC and other systems control conduit and wiring

Any and all work associated with temporary electrical hook-up of temporary equipment.

**Notes:**

- This proposal shall become part of the sub-contract documents.
- This proposal is based on mutually agreeable contract terms.
- This proposal is good for 30 days.

**Total Estimated Cost: \$165,150.00**

**DEDUCT: \$1,300.00 For the Relocation of Panel EM2**

Feel free to give me a call with any questions and/or comments.  
 Thank you for allowing us the opportunity to submit our proposal.

Regards,  
 Rick Pereyda  
 Parker Electric

9603 Brown Lane, Building "A"

Austin, TX 78754

512-836-9779 O

512-836-5382 F



**RE: DPS - Engineer's Supplemental Instruction - Pricing Request**

**Rick Pereyda** to: 'Anthony Roberts'

08/23/2016 03:35 PM

Sorry for the delay, had to take off for a meeting. The Gear is 6 to 8 weeks out, I would say give us 8 weeks.

Sincerely,  
Rick Pereyda

-----Original Message-----

From: Anthony Roberts [mailto:Anthony.Roberts@structuretone.com]  
Sent: Tuesday, August 23, 2016 1:17 PM  
To: Rick Pereyda  
Subject: RE: DPS - Engineer's Supplemental Instruction - Pricing Request

Thanks Rick.

Can you tell me how much time you will need to add to the schedule for this work?

Anthony Roberts  
Account Executive  
Structure Tone Southwest  
3724 Executive Center Drive  
Building 9, Suite 155  
Austin, TX 78731

Cell: 512-924-7265  
Phone: 512-596-1339

Notice: This email message, together with any attachments, contains information of Structure Tone, which may be confidential, proprietary, copyrighted and/or legally privileged. This email is intended solely for the use of the individual or entity named on the message. If you are not the intended recipient, and have received this message in error, please immediately return by email and then delete it.

|----->  
| From: |  
|----->

>-----  
-----  
| Rick Pereyda <rick@parkerelectric.com>  
|

>-----  
-----  
|----->  
| To: |  
|----->



National

Houston, TX

**CR0007**

Dallas, TX

**Re: Texas Department of Public Safety Data Center Headquarters Building A Remodel  
5805 North Lamar Blvd. Building A**

Hartford, CT

**Austin, TX 78752**

**Project Number: 25000404**

Houston, TX

**Subject: Door Hardware and Exterior Door**

New York, NY

Dear Billy Knapp :

Philadelphia, PA

San Antonio, TX

All work will be performed **FOR THE TOTAL SUM OF \$5,872.46.**

Houston, TX

Please refer to the attached breakdown for further information.

Washington, DC

We reserve the right to submit a proposal for additional cost and time related to the impact of this change on unchanged or the effect of this change in combination with other changes.

Washington, DC

If there is any additional information required, please do not hesitate to contact us.

Acceptance of this Proposed Change Order is pursuant to TFC Contract No. 16-109-000,  
Amendment No. 1

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

International

Sincerely,

Beijing, China

Dublin, Ireland

Structure Tone Southwest, Inc.  
Anthony Roberts

Hong Kong, China

London, England

Shanghai, China

Shenzhen, China

CC:

Encl:

Structure Tone Southwest, Inc.  
10100 Reunion Place Suite 333 San Antonio TX 78216  
Tel: 541-0651



**RE: Texas Department of Public Safety Data Center Headquarters Building A Remodel  
STSW Job No. 25000404**

**Subject: PCO #CR0007  
Issue: Door Hardware and Exterior Door**

<u>CSI #</u>	<u>TRADE DESCRIPTION</u>	<u>AMOUNT</u>
030000	Concrete	\$1,250.00
080500	Door/Window Mat/Mthd	\$12,860.00
080500	Door/Window Mat/Mthd (Allowance)	-\$10,000.00
092116	Gypsum Bd Assemblies	\$700.00
099000	Paints and Coating	\$720.00
	<b>Subtotal</b>	<b>\$5,530.00</b>
<b><u>GC's &amp; Fees</u></b>		
950000	Fees	\$221.20
960000	Insurance	\$74.66
960100	Performance Bonds	\$46.60
	<b>TOTAL</b>	<b>\$5,872.46</b>



Concrete Sawing, Drilling, Scanning, and Breaking

**PROPOSAL AND AGREEMENT**

Created Date	9/15/2016	Quote Number	00034357
Name	Anthony Roberts	Expire Date	12/14/2016
Account Name	STRUCTURE TONE SOUTHWEST	Phone	(210) 541-0651
Quote Name	StructureTone - DPS Station - TK Demo	Email	anthony.roberts@structuretone.com
Prepared By	Doc Barron	Address	4201 Felter Lane Austin, Texas 78744 United States
Phone	(512) 385-8500		
Mobile	(512) 844-7842		
Email	dbarron@penhall.com		
Fax	(512) 385-3100		

Thank you for the opportunity to submit this proposal for your consideration. Listed below is a scope of work outlining what is included in the quoted price. Please contact me with any questions.

**SCOPE OF WORK**

---

Re: BID PROPOSAL

DPS Project

5805 N. Lamar

Austin, TX

PENHALL COMPANY proposes to furnish labor, material and equipment for the above referenced project

**PROPOSED SCOPE OF WORK:**

- Turnkey demo: Saw cut, remove, haul off spoils and provide water control.
- (1) 7' tall by 48" wide by up to 12" thick concrete wall opening. Widen both sides at existing door.
- All slurry/water, spoils/debrns to be contained/removed and hauled offsite for final disposal.

LUMP SUM BUDGET PROPOSAL: \$1,250.00

Excludes 8.25% sales tax if applicable.

**ADD ALTERNATE: (As needed)**

- GPR Scanning or Utility Locating of proposed areas to locate buried utilities and structure steel elements before core drilling, saw cutting or demo work begins. GPR Scan reports; if reports are required additional time charges will apply.

\$450.00 Minimum Charge = 3 hour window + \$185.00 per hour for each hour after.

Excludes 8.25% sales tax if applicable.



*Concrete Sawing, Drilling, Scanning, and Breaking*

**PROPOSAL AND AGREEMENT**

NOTES:

- Please contact Doc to schedule work. Phone: (512) 844-7842 or Email: dbarron@penhall.com
- Customer/owner will provide all layout of cutting, coring, removal and pour back areas as well as any/all protective covers.
- Penhall Company can not be held responsible for unknown pipes/utilities that may be damaged during the cutting, coring or removal process.
- Standby time due to owner or contractor delays will be billed out at \$ 125.00 per man hour.
- Additional charges may apply if grade beam footings are encountered during cutting or removal.
- Penhall Company offers NO warranties on products or placement of supplied materials used.
- Please sign proposal and return via email or fax before work is started.

EXCLUSIONS:

- Layout & engineering, Permit and fees, Sales tax, Retention, Barricades/Protective covers Standby time due to owner/contractor delays, Access to work areas, Locate, cut, cap, demo or protect utilities, Cleaning and/or painting of walls due to saw cutting, Overcutting of corners will be acceptable, soil backfill or compaction, laboratory testing of concrete, Warranty on supplied materials or work performed.

Number of mobilizations included: As needed for completion. Minimum charge per trip: \$450.00 / each

Any subsequent contract will be on AIA Doc. 401 (1997 edition), AGC Doc. 640 or will have PC Contract Addendum attached; minimum amount for subcontract agreement shall be \$25,000.00. Bid firm for 10 days.

---

Proposal Price      \$1,250.00

EXCLUSIONS

- \* Protection of surrounding areas including walls, floors, finishes, furniture, fixtures and equipment
- \* Detailed cleaning, except vacuuming slurry and removal of concrete (if included in proposal)
- \* Covering of holes and openings
- \* Night, weekend, and holiday work
- \* Layout, access, protecting public from harms way, shoring and bracing, traffic control and barricades, and locating, cutting, capping, and protection of utilities
- \* Patching and painting of adjacent surfaces
- \* Permits and inspections
- \* Removal of any hazardous materials or generated debris
- \* Temporary lighting and power
- \* Testing of any hazardous materials
- \* Utility location and protection
- \* Bonds, retainage and liquidated damages



Concrete Sawing, Drilling, Scanning, and Breaking

PROPOSAL AND AGREEMENT

CONDITIONS

- \* Proposal is provided based on information provided by Customer prior to a site visit by Penhall Company.
- \* Customer understands that Penhall Company may need to revise the Scope of Work and/or Proposal Price based on actual site conditions.
- \* Penhall Company shall not be bound by the Scope of Work and Proposal Price set forth herein unless and until a site visit has been performed and site conditions have been evaluated by Penhall Company.
- \* Proposal is based on conditions described herein. Additional charges will apply with change of conditions.
- \* Proposal based on using gas or diesel powered equipment.
- \* One mobilization is included. Additional mobilizations will incur additional charges.
- \* Proposal is based on over cuts being left in remaining concrete.
- \* Standby or delays caused by others will be charged at an applicable hourly rate.
- \* Quantities are estimated. Invoicing is based on actual field measured quantities.
- \* Not responsible for any water damage that may occur.
- \* Live utilities clearly marked and made safe by others.
- \* Any subsequent contract will be on AIA doc.401(1997 Edition), AGC doc.640 or will have Penhall Company contract addendum attached.

---

The Proposal Price is based upon the Scope of Work, Conditions, and Exclusions listed above. Please read this entire Proposal carefully. Changes to the Scope of Work or Conditions may result in additional charges. The foregoing is a limited estimate only based on the information provided which does not account for a number of factors that could significantly impact this limited offer, including but not limited to an investigation of the site and conditions under which the work is to be performed neither of which may have been done prior to the communication of this limited offer. This is not an offer nor is it a guarantee and should not be relied upon for any purpose. Penhall expressly reserves the right to change this limited estimate as further information becomes available to it prior to the commencement of work or the execution of a contract or purchase order. The Proposal Price does not include sales tax, use tax, excise tax, business tax, or other similar taxes or duties. Customer shall pay all such taxes in addition to the Proposal Price, or, alternatively, shall provide Penhall with acceptable proof of tax exemption. Customer understands and agrees that Penhall's Standard Terms and Conditions (which are available on Penhall's website ([www.penhall.com/us/standard-terms-conditions](http://www.penhall.com/us/standard-terms-conditions)) or by request) are incorporated by reference into this Proposal and shall apply, in addition to the terms of this Proposal, to all transactions between Customer and Penhall related to this Proposal. Upon acceptance of this Proposal by Customer (indicated by Customer's authorized signature below), this Proposal, including the Standard Terms and Conditions incorporated by reference, represents the entire agreement between Penhall and Customer, and supersedes any prior negotiations, representations, or agreements, either written or oral. Payment is due upon receipt or 1% Net 15 days. Any billed amount that remains unpaid after 30 days from invoice date, could be subject to 1 1/2% per month.(18% annual percentage rate). Scanning services do not claim to be equivalent to an x-ray and no promise is made or implied that it represents anything other than a guide as to the location of buried or embedded objects within or below the survey material. Due to the physical aspects of the ground penetrating radar equipment and the various limitations attributed to the technology use, the results can vary depending on several factors. Due to these significant limitations in the equipment and the associated technology, results may be rendered inconclusive. Customer, its representative, and/or owner are aware that the information produced by scanning services is only to be used as a guide and customer accepts these limitations.

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

# Texas Lock & Door Closer, Inc.

1819 West Avenue San Antonio, Texas 78201  
(210) 732-6273 (800) 445-0728 Fax (210) 732-7660

## QUOTE

SEPT. 9, 2016

STRUCTURETONE SOUTHWEST  
ATTN: MAIRA  
RE: DPS DATA CENTER - AUSTIN

FINISH HARDWARE PER REVISED SCHEDULE	\$ 6,220.00
LABOR TO INSTALL HARDWARE	880.00

TAX NOT INCLUDED. PLEASE ADD IF APPLICABLE

TEXAS LOCK & DOOR CLOSER, INC.

DAVID SKINNER

# Texas Lock & Door Closer, Inc.

1819 West Avenue San Antonio, Texas 78201  
(210) 732-6273 (800) 445-0728 Fax (210) 732-7660

## QUOTE

AUGUST 25, 2016

STRUCTURETONE SOUTHWEST  
ATTN: KEVYN  
RE: DPS DATA CENTER - AUSTIN

### ADD

1 HOLLOW METAL FRAME & WOOD DOOR 4070  
1 HOLLOW METAL FRAME & METAL DOOR 4070  
1 FINISH HARDWARE  
1 LABOR TO HANG DOORS & INSTALL HARDWARE

**TOTAL \$ 5,760.00**

INCLUDES: GLASS FOR DOORS  
LABOR TO HANG DOORS & INSTALL HARDWARE

EXCLUDES: ACCESS CONTROL

TAX NOT INCLUDED. PLEASE ADD IF APPLICABLE

TEXAS LOCK & DOOR CLOSER, INC.

DAVID SKINNER



PRICING REQUEST

Company: Structure Tone Southwest  
Attn: Anthony Roberts  
Re: DPS Data Center  
Date: 9/21/2016

Anthony,  
Thank you for the opportunity. Below is a list to define the scope of work factored into our proposed price.

SCOPE

Inclusions

Add to remove one door and door frame, cut wall to install New door frame and door	\$ 700.00
---	-----------

Once again thank you for the opportunity to provide you with our proposal. We look forward to doing business with you and please don't hesitate to call with any questions.

Thank you,

Moises Gonzalez

Proposal is valid for 30 days without written intent to award project to Spider Wall Systems, Inc. All work proposed herein is to be conducted according to industry standard and common practice. Any additional services or deviation from the scope of work included in this proposal will be conducted at the expense of others upon written request.



---

September 19, 2016

Structure Tone Southwest

Attn: Mr. Anthony Roberts

DPS Data Center  
5805 N. Lamar Blvd  
Austin, Tx. 78752

Dear Anthony,

This confirms our proposal to tape, float and paint the exterior and interior new doors for the above referenced project for \$720.

Exclusions: Mechanical and electrical devices  
Tax  
Doors and frames  
Millwork  
Acoustical ceilings and frames  
Exterior finishes  
Overtime  
Level 5 finish  
Float at base removal  
Floors  
Phased intervals  
Cementitious repairs



National

Boston MA

**CR0008**

Dallas TX **Re: Texas Department of Public Safety Data Center Headquarters Building A Remodel**  
5805 North Lamar Blvd. Building A

Hartford, CT **Austin, TX 78752**  
**Project Number: 25000404**

Houston, TX **Subject: ESI-3**

New York, NY **Dear Billy Knapp :**

Philadelphia, PA

San Antonio, TX **All work will be performed FOR THE TOTAL SUM OF \$66,348.27.**

Stanford, CT **Please refer to the attached breakdown for further information.**

Washington, DC **We reserve the right to submit a proposal for additional cost and time related to the impact of this change on unchanged or the effect of this change in combination with other changes.**

Woodbridge, NJ **If there is any additional information required, please do not hesitate to contact us.**

**Acceptance of this Proposed Change Order is pursuant to TFC Contract No. 16-109-000, Amendment No. 1**

**Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_**

International

**Sincerely,**

Beijing, China

Dublin, Ireland

**Structure Tone Southwest, Inc.**  
**Anthony Roberts**

Hong Kong, China

London, England

Singapore, China

Shenzhen, China

**CC:**

**Encl:**

**Structure Tone Southwest, Inc.**  
10100 Reunion Place Suite 333 San Antonio TX 78216  
Tel: 541-0651



**RE: Texas Department of Public Safety Data Center Headquarters Building A Remodel  
STSW Job No. 25000404**

**Subject: PCO #CR000 8  
Issue: ESI-3**

<u>CSI #</u>	<u>TRADE DESCRIPTION</u>	<u>AMOUNT</u>
092116	Gypsum Bd Assemblies	\$4,700.00
096900	Access Flooring	\$3,800.00
099000	Paints and Coating	\$1,200.00
230500	Mech Material/Method	\$11,600.00
230500	Mech Material/Method	\$31,976.90
260500	Electric Mat/Methods	\$2,780.00
	<b>Subtotal</b>	<b>\$56,056.90</b>
<b><u>GC's &amp; Fees</u></b>		
900000	General Conditions	\$6,422.17
950000	Fees	\$2,499.16
960000	Insurance	\$843.47
960100	Performance Bonds	\$526.57
	<b>TOTAL</b>	<b>\$66,348.27</b>



PRICING REQUEST

Company: Structure Tone Southwest  
Attn: Anthony Roberts  
Re: DPS Data Center – ESI 3  
Date: 9/29/2016

Anthony,  
Thank you for the opportunity. Below is a list to define the scope of work factored into our proposed price.

SCOPE

Inclusions

Add to demo, patch and repair selected walls and acoustical ceilings \$ 4,700.00

Once again thank you for the opportunity to provide you with our proposal. We look forward to doing business with you and please don't hesitate to call with any questions.

Thank you,

Moises Gonzalez

Proposal is valid for 30 days without written intent to award project to Spider Wall Systems, Inc. All work proposed herein is to be conducted according to industry standard and common practice. Any additional services or deviation from the scope of work included in this proposal will be conducted at the expense of others upon written request.

**Evans Interiors, Inc.**

8801 South 1<sup>st</sup> Street  
Suite 202  
Austin, Texas 78748

September 28, 2016

Maira Rodriguez  
Project Engineer  
**Structure Tone Southwest Inc.**  
10100 Reunion Place # 333  
San Antonio, TX 78216

DPS Data Center Headquarters Building A

ESI #3

Access Floor Modifications

1. Repair and replace access floor as required at removed HVAC chases per notes 2,4,11 M2.1 and 1 M3.1

For the price of \$3800.00

Not included

1. Subfloor cleaning or sealer
2. Cove base or any other floor coverings
3. Cutouts for IRC Equipment

Robert Moll



---

September 26, 2016

Structure Tone Southwest

Attn: Mr. Anthony Roberts

DPS Data Center – ESI-3  
5805 North Lamar Blvd  
Austin, Tx. 78752

Dear Anthony,

This confirms our proposal to tape, float and paint the above referenced project for \$ 1,200.

Exclusions: Mechanical and electrical devices  
Tax  
Doors and frames  
Millwork  
Acoustical ceilings and frames  
Exterior finishes  
Overtime  
Level 5 finish  
Float at base removal  
Floors  
Phased intervals  
Cementitious repairs

**Harkins Company**  
**Mechanical Contractor**  
(512) 281-5577 Fax (512) 281-5588  
618 Hwy 95 N Elgin, Texas 78621  
TACLA27076C M39024

## Change Order Proposal - ESI 3

September 29, 2016

Structuretone  
Attn: Anthony Roberts

Harkins Company provides this change order proposal in response to the issue of ESI-3. Included are the labor, materials, subcontractors, and equipment associated with our subcontract agreement scope of work.

Labor/Materials:	\$ 12,960.00
Subcontractors:	\$ 6,950.00
Equipment/Supplier:	\$ 7,896.00
<u>Subtotal:</u>	<u>\$ 27,806.00</u>
OH&P (15%):	\$ 4,170.90

**TOTAL COST: \$31,976.90**

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157,  
Austin, TX 78711, 1-800-803-8202, 512-463-6599



DATE: 9/29/2016 Change Order 2  
 OWNER: TX DPS  
 PROJECT NAME: Headquarters Bldg A - Remodel AHU-3 Addition  
 MEP ENGINEER: HMG & Associates  
 SCOPE: We will provide and install an Alerton Control System for the mechanical HVAC system per the drawing documents Sept 9, 2016

**ADDENDA:**

---

**INCLUSION:** Sheet M2.1

- Provide and install Alerton DDC controls for (1) Variable Volume AHU

Sheet M2.1

- Integrate VFD with BACNet Interface
- Provision of 3-Way Chill Water Valve Actuator retrofit kit
- Provision of 3-Way Hot Water Valve Actuator retrofit kit
- Provision of VLC controller with Manual Overrides
  - (per original design specs)
- Provision and Installation of Spring Return OA Damper Actuator
- Provision and installation of Mixed Air Damper Actuator
- Supply, Return and Mixed air temperature Sensors
- Reuse existing freeze protection

Provide system programming, color-graphics user interface, system check out and owner training

---

**CLARIFICATION:**

- All control wiring in in conduit in mechanical room
- All work is to be executed during off normal business hours.

---

**EXCLUSIONS:**

- Exclude providing and installing any and all controls for fire alarm shut down
- Installation of 3-way control valves
- Exclude providing and installing smoke detectors
- Exclude providing variable frequency drives
- Exclude providing equipment starters
- Exclude sales tax, permits, bonds, prevailing wages

---

**BUDGET PRICING:** .....\$11,600.00

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If you have any questions, please call me at (512) 358-0703.

Sincerely,

Scott Raymond

Account Executive, Climatec



**parkerelectric**

September 26, 2016

Re: **Est # 15125-SI3**  
**PROPOSAL – DPS Building A, Data Center Remodel> Eng. Supplemental Instruction No. 3**  
**5805 N. Lamar Austin, Texas**

We are pleased to quote the electrical portion of the above referenced project, per plans, specifications, and applicable codes.

**Included in the Base Bid Cost:**

1. Proposal is based on ESI #3 electrical drawings and site visit dated 9/21/16.
2. Electrical Work:
  - a. **Drwg E2.2:** Electrically disconnect and Demo associated feeders and equipment to existing AHU as described on drawings.
  - b. **Drwg E3.2:**
    1. Electrically provide a new feeder to equipment as shown on drawings.
    2. Install new VFD provided by others.
    3. Make new electrical connection to equipment as shown.

**Excluded from the Base Bid Cost:**

Sales Tax

Any work performed after hours M-S and Major Holidays.

Any and all charges for Temporary power i.e., Generators, utility cost for usage

Any and all HVAC and plumbing equipment.

Any and all Soft Starts or VFD's, provided by others

Any and all Cutting, Patching, and Painting.

Any and all concrete and associated work.

HVAC and other systems control conduit and wiring

Any and all work associated with temporary electrical hook-up of temporary equipment.

**Notes:**

- This proposal shall become part of the sub-contract documents.
- This proposal is based on mutually agreeable contract terms.
- This proposal is good for 30 days.

**Total Estimated Cost: \$2,780.00**

Feel free to give me a call with any questions and/or comments.  
Thank you for allowing us the opportunity to submit our proposal.

Regards,  
Rick Pereyda  
Parker Electric



National

**CR0009**

Boston MA

**Re:** Texas Department of Public Safety Data Center Headquarters Building A Remodel  
 5805 North Lamar Blvd. Building A  
 Austin, TX 78752  
**Project Number:** 25000404

Dallas TX

Hartford CT

**Subject: ESI-4**

Houston TX

Dear Billy Knapp :

New York NY

Atlanta GA

All work will be performed **FOR THE TOTAL SUM OF \$32,767.62.**

San Antonio TX

Please refer to the attached breakdown for further information.

Chicago IL

We reserve the right to submit a proposal for additional cost and time related to the impact of this change on unchanged or the effect of this change in combination with other changes.

Washington DC

If there is any additional information required, please do not hesitate to contact us.

Winnipeg MB

Acceptance of this Proposed Change Order is pursuant to TFC Contract No. 16-109-000, Amendment No. 1

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

International

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Roberts'.

Beijing China

Structure Tone Southwest, Inc.  
 Anthony Roberts

Dublin Ireland

Hong Kong China

London England

Shanghai China

CC:

Sydney China

Encl:

**Structure Tone Southwest, Inc.**  
 10100 Reunion Place Suite 333 San Antonio TX 78216  
 Tel: 541-0651



**RE: Texas Department of Public Safety Data Center Headquarters Building A Remodel  
STSW Job No. 25000404**

**Subject: PCO #CR0009  
Issue: ESI-4**

<u>CSI #</u>	<u>TRADE DESCRIPTION</u>	<u>AMOUNT</u>
230500	Mech Material/Method	\$1,260.00
230500	Mech Material/Method	\$18,586.78
260500	Electric Mat/Methods	\$11,010.00
	<b>Subtotal</b>	<b>\$30,856.78</b>
<b><u>GC's &amp; Fees</u></b>		
950000	Fees	\$1,234.27
960000	Insurance	\$416.57
960100	Performance Bonds	\$260.00
	<b>TOTAL</b>	<b>\$32,767.62</b>



DATE: 10/27/2016 Change Order 3  
 OWNER: TX DPS  
 PROJECT NAME: Headquarters Bldg A – 3 Way Chill Water Valve Add  
 MEP ENGINEER: HMG & Associates  
 SCOPE: We will provide and integration to existing an Alerton Control System for the below mentioned 3-way valves

ADDENDA:

INCLUSION: 

- Provide and wire 2-each Belimo B349 – 3 Way Valves with Actuators
- Integrate with existing Alerton BMS

Provide system programming, color-graphics user interface, system check out and owner training

CLARIFICATION: 

- All control wiring in in conduit in mechanical room
- All work is to be executed during off normal business hours.

EXCLUSIONS: 

- Installation of 3-way control valves
- Exclude sales tax, permits, bonds

BUDGET PRICING: .....\$1,260.00

If you have any questions, please call me at (512) 358-0703.

Sincerely,

Scott Raymond

Account Executive, Climatec

**Harkins Company****Mechanical Contractor**

(512) 281-5577 Fax (512) 281-5588  
 618 Hwy 95 N Elgin, Texas 78621  
 TACLA27076C M39024

**Change Order Proposal - ESI-4**

November 14, 2016

Structuretone  
 Attn: Anthony Roberts

Harkins Company shall provide the following additions/deductions for the materials and labor associated with ESI-4. Included items:

**Deductions:**

1. Credit for the hot taps work.
2. Credit for the demolition of the existing 70 ton piping.
3. Credit for the demolition of the 70 ton pump.
4. Not applicable - electrician.
5. Credit for crane needed to remove the 70 ton chiller.
6. Credit for relocating the 70 ton chiller to Building J.
7. Credit for the demolition of the piping to the 70 ton inside and out.
8. Credit for the new insulation that would have been installed on the new piping inside the AHU room.

Total Deductions: **(\$5,290.00)**

**Additions:**

9. Provide pricing to drain the existing system. Provide pricing for selective demolition of existing 70 ton piping, to provide adequate space for new piping.
10. Provide and install new copper piping and connect to existing 70 ton chilled water system. Use pro-press fittings. Provide and install insulation and aluminum jacketing as existing is presently.
11. Provide and install heat tracing on all new piping. Connections by others.
12. Provide pricing for refilling, adding DPS approved closed loop water treatment and assisting DPS in starting up chiller for testing and check out.
13. All work from drain down to start up must be accomplished in 5 hours.
15. Provide and install piping connecting the new system to the AHU system with a manual isolation valve.
16. Provide and install new butterfly manual isolation valve outside before reconnecting to the existing piping.
17. Installation of new 3-way valves. Valves provided by others - controls.
18. Not applicable - electrician.

Total Additions: **\$21,452.42**

Deductions:	\$5,290.00	Additions:	\$ 21,452.42
(-) 15% mark up:	\$ 793.50	(+) 15% mark up:	\$ 3,217.86
TOTAL DEDUCT:	\$6,083.50	TOTAL ADD:	\$ 24,670.28

**TOTAL CHANGE ORDER :** **\$18,586.78**

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157,  
 Austin, TX 78711, 1-800-803-8202, 512-463-6599

## ENGINEER'S SUPPLEMENTAL INSTRUCTIONS

Owner   
 Engineer   
 Contractor   
 Field   
 Other

**PROJECT NAME:** DPS Data Center

**ENGINEER'S SUPPLEMENTAL  
INSTRUCTION NO:** 4

**OWNER:** TEXAS FACILITY  
COMMISSION

**DATE OF ISSUANCE:** Nov 2, 2016

**PROJECT NO:** 13-011-6041

**ENGINEER:** HMG & ASSOCIATES,  
INC.

**CONTRACTOR:** Structure Tone  
Southwest

**ENGINEER'S PROJECT NO:** 25575.30

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Engineer.

### Description:

This ESI comes about after a decision has been made by DPS and HMG to leave the 70 Ton backup chiller for the data center AHU's in place. This can be accomplished at this point since the original chilled water path into the Mechanical Room has been altered. Some of the existing 70 ton copper chilled water piping is obstructing the new path for the new piping that will supply the in row coolers from the new outdoor chiller plant. Instead of removing the 70 ton chiller and its associated pump and piping, we will simply re-route the 70 ton piping to make a clear pathway for the new piping. We will re-route the 70 ton copper chilled water piping up the wall to just above the windows and then drop down and reconnect to the existing piping. We will relocate the air eliminators to the new route since it will be the highest point in the system. With this new approach the AHU's, the existing pump, and all the existing piping will remain as is. The AHU's will remain on the DPS central plant Trane chiller and the 70 ton will back it up in an N+1 configuration. The new outdoor central plant will have a connection to the AHUS through a manual isolation valve. As an alternate we would like pricing to replace the existing 3 way valves that switch between the main central plant and the 70 ton chiller.

- 1) Please provide credit for the hot taps work.  $-(500.00)$
- 2) Please provide credit for the demolition of the existing 70 ton piping.  $-(820.00)$
- 3) Please provide credit for the demolition of the 70 ton pump.  $-(620.00)$

- 4) Please provide credit for the electrical work associated with removing the pump and 70 ton chiller. *N/A*
- 5) Please provide credit for the crane needed to remove the 70 ton chiller. *-(500.00)*  
*\* We were planning to use our crane*
- 6) Please provide credit for relocating the 70 ton chiller to Building J. *-(500.00)*  
*\* We were planning to use our crane*
- 7) Please provide a credit for the demolition of the piping to the 70 ton inside and out. *-(820.00)*
- 8) Please provide a credit for the new insulation that would have been installed on the new piping inside the AHU room. *\* Quote from Mid-State (1,532.00)*
- 9) Please provide pricing to drain the existing system. Please provide pricing for selective demolition of existing 70 ton piping, to provide adequate space for new piping. *\* 3 guys x 10 hrs x \$57.25/hr (1,537.50)*
- 10) Provide and install new copper piping and connect to existing 70 ton chilled water system. Use pro-press fittings. Provide and install insulation and aluminum jacketing as existing is presently. *Lab. = 3 guys x 21.6 hrs x \$57.25/hr = 3,321.00*  
*Insulation = 6750 M = 8,512.42*
- 11) Provide and install heat tracing on all new piping. Connect to the existing heat trace circuit. *L = 2 guys x 3 hrs x 57.25/hr = 307.50*  
*M = 60 ft x 5.61/ft = 302.40*
- 12) Provide pricing for refilling, adding DPS approved closed loop water treatment and assisting DPS in starting up chiller for testing and check out. *- No add*
- 13)  All work from drain down to start up must be accomplished in 5 hours.
- 14)  Refer to Exhibit 1 for general pipe routing.
- 15)  Provide and install piping connecting the new system to the AHU system with a manual isolation valve.
- 16)  Provide and install new butterfly manual isolation valve outside before reconnecting to the existing piping.
- 17)  Provide pricing to demolish and then install new 3 way valves where they currently are in the existing system. The control of the system will remain as it is currently. This is to be treated as an alternate that can be accepted or rejected by DPS. *2 x 8 x 57.25 = \$720.00*
- 18) Provide and install new electrical work that will power the 70 ton chiller from an alternate source. *- N/A*

- 19) ✓ Refer to the modified M2.1, M3.5, M4.1, M5.4, MS1.0 and the Exhibit 1 showing the new routing.
- 20) ✓ Refer to modified sheet ES1.1 for power connection to the 70 ton chiller.

END

BY: \_\_\_\_\_ November 2, 2016  
HMG & Associates, Inc. Date

## ESI-4 Workup

	Add	Deduct	
#1		\$ 500.00	
#2		\$ 820.00	2 guys, 8hrs, \$51.25/hr
#3		\$ 620.00	
#4		n/a	
#5		\$ 500.00	No crane, our forklift
#6		\$ 500.00	No crane, our forklift
#7		\$ 820.00	
#8		\$ 1,530.00	
#9 - Demo:	\$ 1,537.50		
#10			
Labor:	\$ 3,321.00		3 guys, 10hrs, \$51.25/hr
Materials:	\$ 8,513.42		(quote attached)
Insulation:	\$ 6,750.00		(quote attached)
#11			
Labor:	\$ 307.50		2 guys, 3 hrs, \$51.25/hr
Materials:	\$ 302.40		60 ft of heat trace @ \$5.04/ft
#12			
#13			
#14			
#15			
#16			
#17	\$ 720.00		2 guys, 8hrs, \$51.25/hr
#18			
#19			
#20			
Totals	\$ 21,451.82	\$ 5,290.00	
15%	\$ 3,217.77	\$ 793.50	
Grand Total	\$ 24,669.59	\$ 6,083.50	
Difference:	\$ 18,586.09		

[Print](#) | [Close Window](#)

Subject: DPS DATA CENTER  
 From: Brett.Branam@Ferguson.com  
 Date: Fri, Nov 04, 2016 10:35 am  
 To: <dustin@harkinscompany.com>

One last time – forgot the remove the 2-1/2” ball valves on the previous email

### Price Quotation # B788869

#### FEI-ESCO AUSTIN #456

504 INDUSTRIAL BLVD.  
 AUSTIN, TX 78745

Phone : 512-444-3218  
 Fax : 512-447-7377

Bid No.....: B788869  
 Bid Date...: 11/04/16  
 Quoted By: WBB  
 Customer.: HARKINS COMPANY  
 -JOB: DPS DATA CTR INTERIOR F  
 618 HWY 95 N  
 ELGIN, TX 78621

Cust Phone: 512-281-5577  
 Terms.....: NET 10TH PROX  
 Ship To.....: HARKINS COMPANY  
 -JOB: DPS DATA CTR INTERIOR F  
 618 HWY 95 N  
 ELGIN, TX 78621

Cust PO#..:

Job Name.: DPS DATA CTR INTERIOR FINISH

Item	Description	Quantity	Net Price	UM	Total
V20794	LF 4X4X1 XLC PXPXP TEE	1	260.663	EA	260.66
V79330	LF 1X1 BRZ PXF ADPT	1	9.978	EA	9.98
LHARDP20	4 X 20 L HARD COP TUBE	60	2478.600	C	1487.16
V20633	LF 4 XLC PXP 90 ELL	12	190.262	EA	2283.14
V20718	LF 4X4X2-1/2 XLC PXPXP TEE	2	247.085	EA	494.17
V20738	LF 4 XLC PXP COUP W/ ST	2	107.660	EA	215.32
V20823	LF 2-1/2 XLC PXM ADPT	2	122.239	EA	244.48
IBCPL	2-1/2 BLK MI CORED PLUG	2	11.244	EA	22.49
V20793	LF 4X4X3/4 XLC PXPXP TEE	2	350.831	EA	701.66
V20730	LF 4X3 XLC PXP RED	2	200.792	EA	401.58
V20658	LF 3 XLC PXP 45 ELL	2	115.362	EA	230.72
V20858	LF 3 XLC PXFLG ADPT FLG	4	226.603	EA	906.41
NLD20003M	3 DI 200# BRZ EPDM LUG BFV LO	2	147.850	EA	295.70
SSCSSM	3 SGL SIDE CAP SCRW SET (BFV)	4	2.828	EA	11.31
CFMAF	LF 3/4 WROT FTG X M ADPT	2	6.618	EA	13.24
NT58570F	*NP 3/4 BRZ 600# THRD FP BV	2	22.625	EA	45.25
H401488	3/4X1/2 79 WTR VENT *HOFFMAN	2	97.500	EA	195.00
V20853	LF 2-1/2 XLC PXFLG ADPT FLG	2	186.966	EA	373.93
NLD20003L	2-1/2 DI 200# BRZ EPDM LUG BFV LO	2	133.850	EA	267.70
DRFBFL	2-1/2 CS 150# RF BLND FLG	2	20.980	EA	41.96
SSCSSL	2-1/2 - 3 SGL SIDE CAP SCRW SET BF	4	2.639	EA	10.56

Subtotal: \$8512.42

Inbound Freight: \$0.00

Tax: \$0.00

***Mid-State Insulation Company***  
***Austin, Texas***

<b>From :</b>	<i>Chuck McClaferty</i>	<b>Date :</b>	<b>11-14-16</b>
<b>To :</b>	JD/Dustin	<b>Time :</b>	<b>3:10 PM</b>
<b>Company :</b>	Harkins Company	<b>Fax :</b>	emailed
<b>Re :</b>	DPS Data Center – ESI 4		

**INSULATION PROPOSAL**

**SCOPE:** Insulate chilled water piping per plans and specifications as outlined in ESI 4.

**Item #8) Credit for new insulation that would have been installed on the new piping inside the AHU room.**

**TOTAL CREDIT: < \$ 1,530.00 >**

**Item #10) Add for the additional chilled water insulation required to reroute new 6" piping and reroute existing 4" piping on existing 70 ton chiller.**

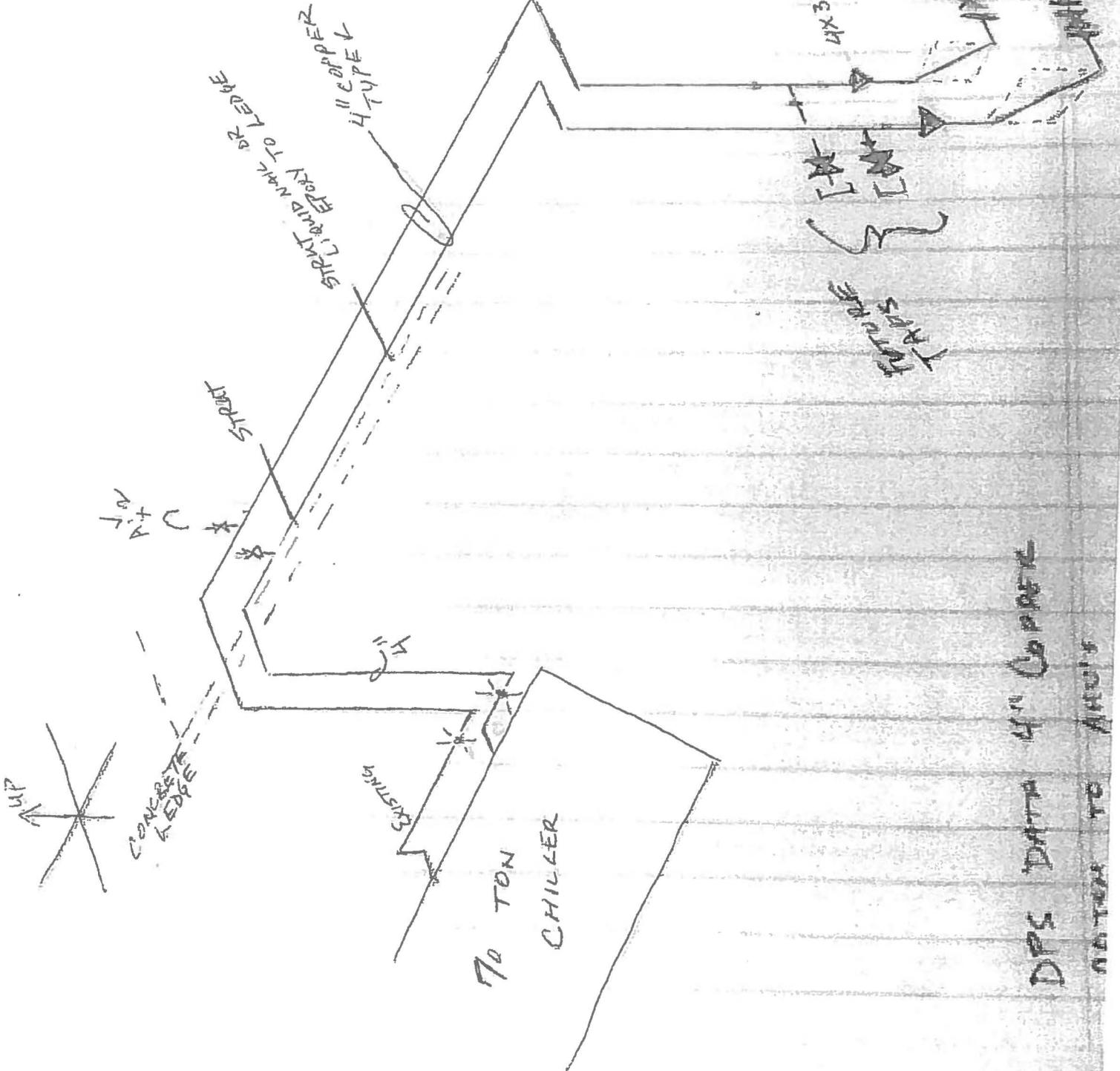
**TOTAL HVAC PRICE: \$ 8,280.00**

**TOTAL ADD PRICE FOR ESI-4: \$ 6,750.00**

**EXCEPTIONS:** No paint, no saddles, no heat tracing, no demo/removal, no premium time and no sales taxes included in pricing.

**RESPECTFULLY SUBMITTED,  
CHUCK McCLAFERTY  
VICE PRESIDENT**

VOICE: 440-8228 EXT. #4      FAX: 440-7455  
207-B EAST ST. ELMO  
AUSTIN, TX. 78745



4" M.P.

CONCRETE LEDGE

EXISTING

70 TON CHILLER

START

SPRINT LIQUID NAIL OR EPOXY TO LEAD

4" COPPER  
H TYPE

4x3 RED

START

EXISTING

PIPE LAYING  
FLAT (CONCRETE)  
ON

DPS DATA 4" COPPER  
DATA TO AHU'S



**parkerelectric**

(REVISED) November 22, 2016

Re: **Est # 15125-ESI-4**  
**PROPOSAL – DPS Building A, Data Center Remodel > 70 TON CHILLER**  
**5805 N. Lamar Austin, Texas**

We are pleased to quote the electrical portion of the above referenced project, per plans, specifications, and applicable codes.

**Included in the Base Bid Cost:**

1. Proposal is based on ESI-4 Bid Documents Dated 11/08/2016.
2. Electrical Work:
  - a. ADD: feeder from existing disc to SBC-E-AC.
  - b. ADD: install drives for 2- existing AHU and 1- pump.
  - c. Rework and add conduit and wire for new drive locations for AHU's and pump.
  - d. Provide racks for new safety devices and conduit system.
  - c. Provide 120V power for added heat trace.
  - d. Provided Credit for previous electrical demo of equipment.

**Excluded from the Base Bid Cost:**

Sales Tax

Any work performed after hours M-S and Major Holidays.

Any and all charges for Temporary power i.e., Generators, utility cost for usage

Any and all HVAC and plumbing equipment.

Any and all Soft Starts or VFD's, provided by others

Any and all Cutting, Patching, and Painting.

Any and all concrete and associated work.

Fire Alarm systems control wiring

Any and all work associated with temporary electrical hook-up of temporary equipment.

**Notes:**

- This proposal shall become part of the sub-contract documents.
- This proposal is based on mutually agreeable contract terms.
- This proposal is good for 30 days.

**Total Estimated Cost: \$11,010.00**

Feel free to give me a call with any questions and/or comments.  
Thank you for allowing us the opportunity to submit our proposal.

Regards,  
Rick Pereyda  
Parker Electric